

4-2090

19-12

AGREEMENT

BETWEEN

THE HOPATCONG BOARD OF EDUCATION

SUSSEX COUNTY

NEW JERSEY

AND

HOPATCONG OFFICE PERSONNEL ASSOCIATION

1985 - 1988

X 7/1/85-6/30/88

ARTICLE I

RECOGNITION

Unit

The Board hereby recognizes the Hopatcong Office Personnel Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all personnel whether under contract, on leave, or a per diem basis, employed by the Board.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Policy Changes

Consistent with Chapter 123, P.L. of N.J. 1974, the Board shall not affect any change in Policy concerning terms and conditions of employment except those so negotiated and included as part of this Agreement and contained herein.

B. Deadline Date

The parties agree to enter into collective negotiation over a Successor Agreement in good-faith effort to reach agreement on all matters concerning salaries, hours and other conditions. Such negotiations shall begin not later than December 1st of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement negotiated shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and the Association.

C. Modification

This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

D. Except as this Agreement shall herinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in the Agreement, nothing contained herein shall be interpreted and/or applied as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

### ARTICLE III

#### GRIEVANCE PROCEDURE

Grievance procedure shall be the district grievance procedure as approved by the Board of Education.

### ARTICLE IV

#### EMPLOYEE RIGHTS AND PRIVILEGES

- A. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public and shall be subject to the grievance procedure herein set forth. Any dismissal or suspension shall be considered a disciplinary action and shall, at the option of the employee, be subject to the grievance procedure.
- B. Whenever any employee is required to appear before the superintendent, Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his position, employment, or the salary or any increments pertaining thereto, then she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise her and represent her during such meeting or interview. Any suspension of any employee pending charges shall be with pay.

### ARTICLE V

#### DAILY WORK HOURS

- A. The work day from September 1st through June 30th shall consist of 8-1/2 hours, including a 30 minute uninterrupted lunch period.
- B. Summer Hours: The work day from July 1st through August 31st shall be 6-1/2 hours, including a 30 minute uninterrupted lunch period.

### ARTICLE VI

#### EMPLOYMENT PROCEDURES

##### A. Resignation

An employee who is resigning from her position shall give the normal two weeks notice.

## ARTICLE VI

### EMPLOYMENT PROCEDURES

#### B. Placement on Salary Schedule

##### 1. Adjustment to Salary Schedule

Each employee shall be placed on her proper step of the salary schedule as of the beginning of the 1981-82 school year. Any employee employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year. The Board may grant up to the third step of the salary guide for outside experience.

#### C. Transporting Students

1. Office personnel staff shall not be required to drive students.
2. Office personnel staff shall not be required to use their automobiles in the performance of school duties.

## ARTICLE VII

### WORK SCHEDULE

#### A. Vacation Schedule

1. Vacations shall be determined as of July 1, of each year and shall be scheduled to coordinate with assignment work schedules and subject to the approval of the immediate supervisor. Such approval shall not be arbitrarily withheld.
2. Full time employees shall be eligible for vacations on the following basis:
  - a. Completion of six months of continuous employment as of July 1st, but less than one year, one week vacation with full pay.
  - b. One year to five years of continuous employment as of July 1st, two weeks vacation with full pay.
  - c. After the fifth (5th) year and through the tenth (10th) year of continuous employment, three weeks vacation with full pay.
  - d. Beginning with the eleventh (11th) year of employment through the fifteenth (15th) year, additional vacation time will accrue at the rate of one day per year or sixteen (16) days in the eleventh year, seventeen (17) days in the twelfth year, etc., or until a total of five additional vacation days are added to the previously earned three weeks. No employee shall accrue more than twenty (20) vacation days in one year.

## ARTICLE VII

### B. Holiday Schedule

1. All holidays are scheduled on the premise that the buildings will be closed. If the buildings are open on any of the listed holidays, equitable arrangements, mutually agreed upon, shall be made by the Superintendent and the Association.
2. Scheduled holidays are:

Independence Day	New Year's Day
Labor Day	Good Friday
Thanksgiving Day	Memorial Day
Day after Thanksgiving Day	Washington's Birthday
December 24	Veteran's Day
Christmas Day	Columbus Day
December 31	

## ARTICLE VIII

### INSURANCE PROTECTION

#### A. Health Care Coverage

As of the beginning of the 1981-82 school year, the Board shall provide health care protection. The Board shall pay the full premium for each employee and in cases where appropriate 100% family plan insurance coverage.

1. The Hopatcong Board of Education will provide coverage for hospitalization equal to or better than the 1975-76 Blue Cross, Blue Shield, Rider J and Major Medical benefits.
2. The Board of Education will annually select the insurance carriers.
3. For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of the insurance premiums to provide insurance coverage for the full twelve (12) month period commencing July 1st and ending June 30th. When necessary, payment of premiums in behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

#### B. Description to Employees

A description of the health care insurance coverage shall be furnished to the employees in accordance with present policy by October 1 of each year.

#### C. Dental Insurance

The Board agrees to provide the same per capita contribution for dental insurance beginning with the 1981-82 school as will be provided for all other district employees. Any additional expense beyond the per capita contribution by the Board of Education will be the responsibility of the individual employee.

## ARTICLE IX

### SICK LEAVE

#### A. Accumulative

As of September 1, 1976, all employees employed shall be entitled to twelve (12) sick leave days each school year as of the first day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

#### B. Nonaccumulative

Nonaccumulative additional sick leave benefits shall be allowed to employees according to the following:

The Board of Education may, in the event of an employee's extended illness, pay the employee's salary less a substitute employee's wages for an additional thirty working days in any one year after accumulated days have been used. Request for a Health or Hardship Leave will be considered on an individual basis by the Superintendent and/or the Board of Education.

## ARTICLE X

### REDUCTION IN RANK OR JOB CLASSIFICATION

- A. Employees shall not be reduced in rank or job classification without just cause.
- B. Any reduction in rank or job classification, regardless of compensation, shall be subjected to the grievance procedure (Article III).

## ARTICLE XI

### VOLUNTARY TRANSFERS AND REASSIGNMENTS

#### A. Notification of Vacancies

1. Hopatcong Office Personnel will be notified of any vacancies or new positions within the district for secretarial, clerical, bookkeeping or data systems personnel. Such positions may be awarded to any applicants based on general knowledge and ability. General knowledge and ability being equal, seniority shall be the deciding factor

## ARTICLE XI

### A. 2. Equal Educational Opportunity

The Hopatcong Board of Education affirms its responsibility to ensure all students in the public schools of Hopatcong Borough equal educational opportunity and all employees equal employment opportunity regardless of race, color, creed, religion, sex, ancestry, national origin and social or economic status. To fulfill this responsibility, the Board shall establish a program to review, and modify as may be necessary, its present school and classroom programs and employment/contract practices.

## ARTICLE XII

### PROMOTIONS

All qualified employees who desire to apply for a promotional position shall be given adequate opportunity to make application for such positions and no positions shall be filled until all properly submitted applications have been considered. The Board agrees to give due weight to the background and attainments of all applicants and other relevant factors. In filling such vacancies, preference shall be given to qualified employees already employed by the Board and when all other factors are substantially equal, length of time in the Hopatcong School District shall be the deciding factor. The decision of the immediate Supervisor shall be final and binding.

## ARTICLE XIII

### ACCREDITED EVENING HIGH SCHOOL, SUMMER SCHOOL AND FEDERAL PROGRAMS

#### A. Posting

All openings for positions in community education program, summer school, federal projects, and other programs shall be publicized by the Director of continuing education.

#### B. Criteria

In filling such positions, consideration shall be given to an employee's area of competence, attendance record, and length of service in the Hopatcong School District. Employee employed in the Hopatcong School District shall have priority to such assignments before appointment to applicants from outside the district. The decision of the Director of continuing education shall be final and binding.

## ARTICLE XIV

### INVOLUNTARY TRANSFERS AND REASSIGNMENTS

#### A. Use of Voluntary Requests

If possible, no vacancy shall be filled by means of involuntary transfer or reassessments if there is a qualified volunteer available to fill said position. Final and binding decision shall be made by the Superintendent and/or the Board Secretary.

#### B. Notice

Notice of an involuntary transfer or reassignment shall be given to employees as soon as practicable, except in cases of emergency.

#### C. Criteria

When an involuntary transfer or reassignment is necessary, an employee's area of competence, length of service in the Hopatcong School District, length of service in a particular school building, and other relevant factors, including, among other things, state and/or federal laws, rules, regulations or administrative directives, shall be considered in determining which employee is to be transferred or reassigned. Such transfers shall be made for the best interests of the school district.

## ARTICLE XV

### EMPLOYEE FACILITIES AND EQUIPMENT

The Board of Education and the Immediate Supervisor will be responsible to provide all employees with the appropriate equipment and supplies necessary to insure a high quality of work.

## ARTICLE XVI

### EXTENDED LEAVES OF ABSENCE

#### A. Maternity

##### 1. Natural Birth

The Board shall grant maternity leave without pay to any employee upon the request subject to the following stipulations and limitations:

- a. Maternity leave shall commence on the date requested by the employee.

## ARTICLE XVI

### EXTENDED LEAVES OF ABSENCE - continued

#### A. Maternity

1. b. Any employee granted maternity leave without pay according to the provisions of this section may at her discretion elect to substitute all or any part of her accumulated sick leave in lieu thereof and receive full pay and benefits for the same.
- c. Any employee granted maternity leave shall at her request be restored to the exact same position vacated at the commencement of said leave.
- d. No employee shall be prevented from returning to work after childbirth solely on the ground that their has not been a time lapse between childbirth and the desired date of return. An employee must provide two weeks notice prior to returning to employment.
- e. The Board may remove any employee from her duties during pregnancy unless the employee produces a certificate from her physician that she is medically able to continue to work.

#### 2. Adoption

Any employee adopting an infant child shall receive similar leave which shall commence upon receiving de facto custody of of said infant, or earlier if necessary to fulfill the requirements for the adoption. No employee on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the Hopatcong School District in the area of certification or competence.

#### B. Illness in Family

A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Board.

#### C. Other leaves of absence without pay may be granted by the Board for good reason.

#### D. Return from Leave

##### 1. Salary

Upon return from leave granted pursuant to Section A or B of this article, an employee receiving such leave after

## ARTICLE XVI

### EXTENDED LEAVE OF ABSENCE - continued

#### D. Return from Leave

##### 1. Salary - continued

January 1st shall be considered as if they were actively employed by the Board during the leave and shall be placed on the salary schedule at the level they would have achieved if they had not been absent. Employees beginning leave between July 1st and December 31st shall not receive increment credit for time spent on leave.

##### 2.. Benefits

All benefits to which an employee was entitled at the time their leave commenced, including unused accumulated sick leave shall be restored to them upon their return, and they shall be assigned to the same position which they held at the time said leave commenced, if available or, if not, to an equivalent position.

#### E. Extensions and Renewals

All extensions or renewals of leaves shall be applied for in writing and may be granted by the Board.

## ARTICLE XVII

### TEMPORARY LEAVES OF ABSENCE

#### A. Types of Leave

As of the beginning of the 1981-82 school year, employees shall be entitled to the following temporary leaves of absence with full pay each school year:

##### 1. Personal

Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the employee's principal or other immediate superior for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave.

## ARTICLE XVII

### TEMPORARY LEAVES OF ABSENCE

#### A. Types of Leave - continued

##### 2. Death

Up to four (4) days at any one time in the event of death or serious illness of an employee's spouse, child, parent, father-in-law, mother-in-law, brother, sister, and any other member of the immediate household. In the event of the death of an employee or students in the Hopatcong School District, the principal or immediate superior of said employee or student shall grant to an appropriate number of employees sufficient time off to attend the funeral.

## ARTICLE XVIII

### PROTECTION OF EMPLOYEES

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.
- B. 1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.  
2. Such notification shall be immediately forwarded to the superintendent who shall comply with any reasonable request from the employee for information in the possession of the superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police and the courts.

## ARTICLE XIX

### DEDUCTION FROM SALARY

#### A. Association Payroll Dues Deduction

The Board agrees to deduct from the salaries of its employees dues for the New Jersey Education Association, employees individually and voluntarily authorize the Board to deduct. Current records of any corrections shall be inspected by such person as may from time to time be designated by the Hopatcong Office Personnel Association by the 15th of each month following the monthly pay period in which deductions were made.

## ARTICLE XX

### MISCELLANEOUS PROVISIONS

#### A. Board Policy

The Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

#### B. Compliance between Individual Contract and Master Agreement

Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.

#### C. Course Reimbursement

To encourage and promote the growth and training of personnel, the Board of Education will reimburse staff members for 100% of the actual tuition expenses for courses costing \$65. per credit or less. Tuition costs in excess of \$65. per credit will be limited to a maximum reimbursement of \$65. per credit. Registration fee will be reimbursed 100%.

Courses must be approved by the Superintendent in accordance with the following criteria:

1. Each course must be within the scope of the staff member's work area and deemed by the Superintendent to be valuable in improving the performance of the staff member.
2. No reimbursement will be given for courses unless such courses are approved by the Superintendent.
3. All requests by employees for approval of courses must be channeled through the building principal to the Superintendent as follows:
  - a. requests for fall semester courses, not later than October 13th.
  - b. requests for spring semester courses, not later than February 18th.
  - c. requests for summer semester courses, not later than July 18th.
4. Requests for reimbursement received after the above mentioned dates will not be considered.

ARTICLE XX

MISCELLANEOUS PROVISIONS - continued

C. 5. Reimbursement for approved courses will be paid to staff members as follows:

- a. approved fall semester courses, paid February 18th
- c. approved spring semester courses, paid July 18th
- d. approved summer semester courses, paid October 18th

A statement of final passing grade attained (no grade lower than a "c" or its equivalent will be acceptable) and a receipt for tuition and registration fee payment must be submitted along with the business office voucher requesting reimbursement. Vouchers and receipts must be forwarded to the business office at least seven days prior to the payment dates listed above.

6. Since the reimbursement for staff improvement is provided for the benefit of the schools of Hopatcong Borough, no reimbursement will be made for courses taken by staff members who do not receive contracts for the following year or by staff members who for any reason indicated that they are leaving the system.

D. Continuous Service Longevity

Office personnel to be given an increment of \$300. after 15 consecutive years in the Hopatcong Schools and \$300. after 20 consecutive years in the Hopatcong Schools. Increment to be paid beginning the 16th and 21st years over and above normal salary.

E. All secretaries must be skilled in transcription.

F. Personnel will not be required to report for work on days when schools are closed due to inclement weather.

SALARY GUIDES - HOPATCONG OFFICE PERSONNEL ASSOCIATION

<u>1985-86</u>	<u>1986-87</u>	<u>1987-88</u>
Step	Step	Step
1	10,000.	1 10,500.
2	10,500.	2 11,000.
3	11,000.	3 11,450.
4	11,300.	4 12,000.
5	11,850.	5 12,300.
6	12,650.	6 12,900.
7	13,275.	7 13,800.
8	14,200.	8 14,500.
9	14,950.	9 15,500.
10	16,600.	10 16,300.
11	17,500.	11 18,100.
12	18,900.	12 19,100.
13	20,400.	13 20,600.
		14 21,500.
		15 23,220.

- A. Principal's Secretary to receive \$450 differential.
- B. Lead Secretary, Child Study Team, to receive \$450 differential.
- C. Board may grant up to third step for outside experience.
- D. 180 day clerks will receive appropriate step less 20%.
- E. Over guide personnel will receive 85% of the Cost of Living Index for Northeast U.S. Regional, as of April 1, of the year preceding the contract.
- F. Steps do not denote years of service.
- G. Merit increases of 1-2% may be granted annually upon recommendation by the immediate supervisor, superintendent, and subject to Board ratification.
- H. Full time clerical staff employed on a ten month basis will be placed upon the appropriate guide step and their salaries pro-rated at 80% of the annual salary entitlement.

Article XXI

Duration of Agreement

- A. This agreement shall be effective as of July 1, 1985 and continue in effect until June 30, 1988.
- B. In witness whereof, the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this agreement to be signed by its president, attested by its secretary.

Hopatcong Office Personnel Assn.

By: Jeanne Ann Racine  
(President)  
Date: January 25, 1985  
By: Lillian P. Smith, M.A.  
(Secretary)  
Date: February 1, 1985

Hopatcong Board of Education

By: \_\_\_\_\_  
(President)  
Date: \_\_\_\_\_  
By: \_\_\_\_\_  
(Secretary)  
Date: \_\_\_\_\_